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COMPANY LLC, FORTY NINERS SC STADIUM
COMPANY LLC, FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC, CITY OF SANTA
CLARA and SANTA CLARA STADIUM AUTHORITY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ABDUL NEVAREZ, PRISCILLA
NEVAREZ, and SEBASTIAN
DEFRANCESCO, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

FORTY NINERS FOOTBALL
COMPANY, LLC, a Delaware limited
liability company; FORTY NINERS SC
STADIUM COMPANY, LLC, a
Delaware limited liability company;
NATIONAL FOOTBALL LEAGUE;
CITY OF SANTA CLARA; SANTA
CLARA STADIUM AUTHORITY;
TICKETMASTER ENTERTAINMENT,
INC.; FORTY NINERS STADIUM
MANAGEMENT COMPANY LLC; and
DOES 1-10, Inclusive,

Defendants.

Case No. 4:16-cv-07013-HSG

**STIPULATION AND ORDER
REGARDING EXTENSION OF TIME FOR
INJUNCTIVE RELIEF STADIUM
REMEDiation DEADLINES**

1 **THIS STIPULATION** is hereby entered into by and between Plaintiffs Abdul Nevarez,
2 Priscilla Nevarez, and Plaintiff Sebastian DeFrancesco on behalf of themselves and all others
3 similarly situated (collectively, “Plaintiffs”), and Defendants Forty Niners Football Company
4 LLC, Forty Niners SC Stadium Company LLC, Forty Niners Stadium Management Company
5 LLC (collectively, the “Forty Niners”), the City of Santa Clara, and the Santa Clara Stadium
6 Authority (collectively, “Santa Clara,” and with Plaintiffs and the Forty Niners, the “Parties”), by
7 and through their respective counsel of record, as follows:

8 **WHEREAS**, on July 23, 2020, this Court issued an order granting final approval of the
9 settlement in this case [ECF 416] in which the Court directed the Parties to implement the
10 settlement according to its terms and provisions;

11 **WHEREAS**, the Settlement Agreement [ECF 375-2] specifies certain injunctive relief to
12 be undertaken by the Defendants in connection with remediation of alleged access barriers at
13 Levi’s Stadium, its parking lots, and certain pedestrian rights of way;

14 **WHEREAS**, at the time the Parties negotiated the settlement, the Forty Niners agreed to
15 the original remediation schedule as it related to construction-related remediation efforts at Levi’s
16 Stadium and its adjacent parking lot based, in part, on the Forty Niners’ expectation that
17 Defendants could meet the deadlines therein by performing the majority of the stadium
18 remediation work in the first half of each year leading up to the end of the compliance period and
19 avoid performing construction during the second half of each year that could interfere with access
20 to events at the stadium (e.g., reconstructing the parking lot where all accessible parking is
21 located, remediating slopes in multiple bowl seating areas, reconstructing bars throughout the
22 stadium, etc.);

23 **WHEREAS**, previously the COVID-19 pandemic has had a significant impact on all
24 aspects of normal business across all spectrums, including construction, material sourcing, public
25 entity planning and review, and employee absenteeism, and other construction and permitting
26 challenges arose, resulting in the Forty Niners’ requesting an extension of time to complete the
27 remediation, to which Plaintiffs stipulated, and the Court granted [ECF 439];
28

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WHEREAS, the Forty Niners have remediated approximately 97% of all items identified in the Settlement Agreement, however, there are ten items that may not be completed by this date and the Parties agree that it is more productive to stipulate to a short extension than to engage in motion practice regarding enforcement of the current deadlines;

WHEREAS, the parties have been actively meeting and conferring on all issues related to the settlement, have participated in quarterly meetings to discuss remediation progress, and have been overall cooperative in reaching their shared goal of completing the remediation;

NOW, THEREFORE, IT IS HEREBY STIPULATED as follows:

Subject to the Court's approval, the Parties agree to extend the deadlines related to the following remediation work to be performed at Levi's Stadium from October 23, 2025 to December 31, 2025:

1. Suite Seating (Configuration of the Accessible Seating Location / Glass Partition)
2. Upper level vomitory handrails identified by Certified Access Specialist (CAsp) consultant Gary Waters
3. Restroom near Team Store
4. Directional Signs at Gates A, C, & F
5. Accessible Condiment Stations fixed or replaced
6. Bud Light Bar South End of the 7th Level Concourse - signage
7. United Club – signage, staffing of accessible order counter
8. SAP Tower Level 4 Bars – accessible order counter and signage
9. SAP Tower Level 4 – Drink Rails addition of end panels
10. SAP Tower Level 6 – signage

IT IS SO STIPULATED.

Dated: October 23, 2025

Respectfully submitted,

DARDARIAN HO KAN & LEE

/s/ Linda M. Dardarian

Linda M. Dardarian

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475 14th Street, Suite 650
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Attorneys for Plaintiffs and the Certified Classes

Dated: October 23, 2025

RANKIN, SHUEY, MINTZ, LAMPASONA &
HARPER

/s/ Maria M. Lampasona

Maria M. Lampasona
Attorneys for Defendants
FORTY NINERS FOOTBALL COMPANY LLC,
FORTY NINERS SC STADIUM COMPANY LLC,
FORTY NINERS STADIUM MANAGEMENT
COMPANY LLC CITY OF SANTA CLARA,
SANTA CLARA STADIUM AUTHORITY

SIGNATURE ATTESTATION


The e-filing attorney hereby attests that concurrence in the content of the document and authorization to file the document has been obtained from each of the other signatories indicated by a conformed signature (/s/) within this e-file document.

Dated: October 23, 2025

/s/ Maria Lampasona

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 10/24/2025


Hon. Haywood S. Gilliam, Jr.
United States District Judge